



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Annual Contract for Curb, Gutter and Sidewalk Replacement to Jeff Case Construction, of Galt (\$46,570)

MEETING DATE: June 17, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the annual contract for curb, gutter and sidewalk replacement to Jeff Case Construction, of Galt, in the amount of \$46,570.

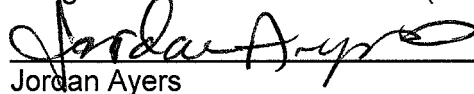
BACKGROUND INFORMATION: The curb, gutter and sidewalk replacement is an annual contract administered by the Streets and Drainage Division for miscellaneous concrete work, as needed during the course of the year and guided by the Sidewalk Replacement Program. The work could include new sidewalks as part of the City's installation program, replacement work resulting from maintenance projects, repair of defective concrete, and repairs of utility work. The contract includes a wide range of work items and unit prices for each. In addition, the prices would be made available to property owners who wish to have work in the public right-of-way done by the City's contractor. Bid packets were distributed to nine local contractors. Four bids were received on June 4, 2009. The specifications were approved by City Council on May 20, 2009, and are on file in the Public Works Department at the Municipal Service Center.

| Bidder | Location | Bid |
|------------------------|------------|-----------|
| Engineer's Estimate | | \$ 50,000 |
| Jeff Case Construction | Galt | \$ 46,570 |
| Popuch Concrete | Lodi | \$ 50,010 |
| Diede Construction | Woodbridge | \$ 58,928 |
| Granite Construction | Stockton | \$ 63,520 |

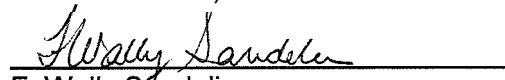
FISCAL IMPACT: This contract reduces the risk of liability and improves pedestrian mobility in Lodi.

FUNDING AVAILABLE: The money for this contract will be coming from the Street Operating Budget composed of Gas Tax, TDA funds for Streets, Bike and Ped routes in the proposed 2009/10 budget.

Budgeted Fund: Street Funds (1241014) \$50,000


Jordan Ayers

Deputy City Manager/Internal Services Director)


F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager
FWS/CJJ/dsg

cc: D. Stephen Schwabauer, City Attorney
Curt Juran, Assistant Streets and Drainage Manager

George M. Bradley, Streets and Drainage Manager

APPROVED: 
Blair King, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and JEFF CASE CONSTRUCTION COMPANY, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract

The July 1992 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Resident Engineer under them, to-wit:

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into purchase orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2009/2010 Sidewalk Repair Program and Miscellaneous Concrete Work".

BID ITEMS

| Item | Description | Qty | Unit | Price | Total |
|------|--|------|------|---------|------------------|
| 1 | Saw Cut Concrete | 50 | LF | \$ 4.95 | \$ 247.50 |
| 2 | Remove Sidewalk or Asphalt Concrete | 50 | SF | 4.50 | 225.00 |
| 3 | Remove Commercial Sidewalk | 0 | SF | 10.00 | |
| 4 | Remove Square-Type Curb and Gutter | 0 | LF | 15.00 | |
| 5 | Remove Vertical-Type Curb and Gutter | 0 | LF | 15.00 | |
| 6 | Remove Driveway-Type Curb and Gutter | 0 | LF | 15.00 | |
| 7 | Remove Commercial-Type Curb and Gutter | 0 | LF | 20.00 | |
| 8 | Root Surgery Under Sidewalk or in Planter Area | 0 | EA | 400.00 | |
| 9 | Root Surgery Under Curb and Gutter | 0 | EA | 500.00 | |
| 10 | Install Sidewalk or Residential Driveway (0 - 75 SF) | 1500 | SF | 9.50 | 14,250.00 |
| 11 | Install Sidewalk or Residential Driveway (76 - 300 SF) | 1500 | SF | 5.75 | 8,625.00 |
| 12 | Install Sidewalk or Residential Driveway (>300 SF) | 3025 | SF | 5.00 | 15,125.00 |
| | | | SF | 10.00 | 2,500.00 |

| Item | Description | Qty | Unit | Price | Total |
|------------------|---|-----|------|----------|---------------------|
| 14 | Install Square-Type Curb and Gutter 7-inch or less (0 - 20 LF) | 20 | LF | \$ 30.00 | \$ 600.00 |
| 15 | Install Square-Type Curb and Gutter 7-inch or less (>20 LF) | 20 | LF | 25.00 | 500.00 |
| 16 | Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF) | 20 | LF | 30.00 | 600.00 |
| 17 | Square-Type Curb and Gutter Greater than 7-inch (>20 LF) | 20 | LF | 25.00 | 500.00 |
| 18 | Install Vertical-Type Curb and Gutter (0 - 20 LF) | 20 | LF | 30.00 | 600.00 |
| 19 | Install Vertical-Type Curb and Gutter (>20 LF) | 20 | LF | 25.00 | 500.00 |
| 20 | Install Driveway-Type Curb and Gutter (0 - 20 LF) | 20 | LF | 30.00 | 600.00 |
| 21 | Install Driveway-Type Curb and Gutter (>20 LF) | 20 | LF | 25.00 | 500.00 |
| 22 | Install Tree Well | 1 | EA | 350.00 | 350.00 |
| 23 | Install Furnished Side-Inlet Catch Basin Assembly | 0 | EA | 700.00 | |
| 24 | Install Catch Basin Barrel | 0 | EA | 1,200.00 | |
| 25 | Install Furnished Street Name Sign Base | 1 | LF | 200.00 | 200.00 |
| 26 | Miscellaneous Concrete Subgrade Compaction | 50 | LF | 2.95 | 147.50 |
| 27 | Move-In Cost for Jobs (<\$200) | 2 | EA | 250.00 | 500.00 |
| TOTAL BID | | | | | \$ 46,570.00 |

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications,

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2009/2010 fiscal year.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By:

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2009-79

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE ANNUAL CONTRACT FOR CURB,
GUTTER, AND SIDEWALK REPLACEMENT

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on June 4, 2009, at 11:00 a.m. for annual curb, gutter, and sidewalk replacement, described in the specifications therefore approved by the City Council on May 20, 2009; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| Bidder | Bid |
|------------------------|------------|
| Engineer's Estimate | \$ 50,000 |
| Jeff Case Construction | \$ 46,570 |
| Popuch Concrete | \$ 50,010 |
| Diede Construction | \$ 58,928 |
| Granite Construction | \$ 63,520 |

WHEREAS, staff recommends awarding the annual contract for curb, gutter, and sidewalk replacement to the low bidder, Jeff Case Construction, of Galt, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the annual contract for curb, gutter, and sidewalk replacement to the low bidder, Jeff Case Construction, of Galt, California, in the amount of \$46,570.

Dated: June 17, 2009

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I hereby certify that Resolution No. 2009-79 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Mounce, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock and Katzakian

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk